

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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500 WEST 43RD STREET REALTY, LLC,

Case No.

Plaintiff,

COMPLAINT

-against-

ANUJ THUKRAL a/k/a ANUJ THURKAL,

Defendant.
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Plaintiff 500 WEST 43RD STREET REALTY, LLC (“Plaintiff”), by its attorney, Jeffrey M. Rosenberg, P.C., complaining of Defendant ANUJ THUKRAL a/k/a ANUJ THURKAL (“Defendant”), respectfully alleges as follows:

NATURE OF ACTION

1. In this action, Plaintiff seeks to recover the sum of \$359,820.57 from Defendant, who delivered to Plaintiff a written guaranty of a tenant’s obligations pursuant to a lease for a retail space in Manhattan within premises owned by Plaintiff.

JURISDICTION AND VENUE

2. Jurisdiction in this Court is proper pursuant to 28 U.S.C. 1332(a)(1) and (a)(2) insofar as: (a) the amount in controversy in this action is greater than \$75,000.00; and (b) Plaintiff is a limited liability company whose sole member is a limited partnership whose general and limited partners are citizens of the State of New Jersey and the State of Israel and subjects of the United Kingdom, and Defendant is, upon information and belief, a citizen of the State of New York.

3. Venue in this judicial district is proper pursuant to 28 U.S.C. 1391(b)(2) insofar as a substantial amount of the events or omissions giving rise to Plaintiff's occurred in New York County, New York.

PARTIES

4. At all times relevant to this action, Plaintiff was and is a limited liability company duly organized and validly existing pursuant to the laws of the State of New York.

5. At all times relevant to this action, Plaintiff was and is the owner of the retail unit of the Strand Condominium located at 500 West 43rd Street, New York, New York. A copy of the deed is annexed hereto as Exhibit "A."

6. Upon information and belief, at all times relevant to this action, Defendant was and is a natural person residing in Nassau County, New York.

AS AND FOR A FIRST CAUSE OF ACTION

7. On or about December 31, 2007, Anuj-Rani West Side LLC ("Tenant") entered into a written lease agreement with Plaintiff¹ (the "Initial Lease") to rent one of the stores. A copy of the Initial Lease is annexed hereto as Exhibit "B."

8. Defendant signed the Initial Lease on behalf of Tenant.

9. On or about March 14, 2008, Defendant executed and delivered a written guaranty of Tenant's obligations under the Lease (the "Guaranty"), including without limitation, Tenant's obligations to pay Basic Monthly Rent and additional rent. A copy of the Guaranty is annexed hereto as Exhibit "C."

¹ Plaintiff's name was not correctly identified in the Initial Lease, and this typographical error would be corrected in a subsequent written amendment to the Initial Lease. See Paragraph 11 below.

10. Pursuant to paragraph 4 of the Guaranty, Defendant's obligations thereunder continued until the date on which Tenant delivered a written, acknowledged statement to Plaintiff confirming that Tenant had vacated the premises, and Tenant actually did vacate the premises.

11. On or about September 9, 2009, Plaintiff and Tenant entered into a letter agreement modifying the Initial Lease. Among other things, Plaintiff and Tenant agreed to correct Plaintiff's name in the Initial Lease, and Defendant reaffirmed the Guaranty. A copy of the September 9, 2009 letter agreement is annexed hereto as Exhibit "D."

12. On or about May 1, 2013, Plaintiff and Tenant entered into a Stipulation of Settlement, pursuant to which, Plaintiff and Tenant agreed, among other things, to reduce the Basic Monthly Rent set forth in the Initial Lease in accordance with a formula calculated in the Stipulation of Settlement. A copy of the May 1, 2013 Stipulation of Settlement is annexed hereto as Exhibit "E."

13. Tenant remained in possession of the subject premises until September 16, 2022, when possession was surrendered pursuant to a Stipulation entered into in a nonpayment proceeding before the Civil Court of the City of New York, New York County, a copy of which is annexed hereto as Exhibit "F."

14. As of September 16, 2022, Tenant had failed to pay the total sum of \$359,820.57 in Basic Monthly Rent and additional rent. A copy of a statement from Plaintiff's managing agent reflecting all Basic Monthly Rent and additional rent owed by Tenant through September 16, 2022 is annexed hereto as Exhibit "G."

15. The exhibits annexed hereto are incorporated herein by reference.

16. No part of the \$359,820.57 owed as of September 16, 2022 by Tenant has been paid to Plaintiff.

17. Plaintiff has performed all of the conditions of the Initial Lease, as subsequently modified, on Plaintiff's part to be performed.

18. By reason of the Guaranty, Defendant is obligated to pay all sums owed by Tenant to Plaintiff.

19. Defendant has failed to pay to Plaintiff any part of the \$359,820.57 in unpaid Basic Monthly Rent and additional rent pursuant to Defendant's obligations under the Guaranty.

20. By reason of the foregoing, Plaintiff has been damaged in the amount of \$359,820.57.

21. Consequently, Plaintiff is entitled to judgment against Defendant in the amount of \$359,820.57.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in the amount of \$359,820.57, with interests thereon from September 16, 2022, together with the costs and disbursements of this action and such other, further and different relief as the Court deems just, equitable and proper.

Dated: Englewood, New Jersey
October 30, 2023

JEFFREY M. ROSENBERG, P.C.

By: 

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